

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ATAIN SPECIALTY INSURANCE CO.,

Plaintiff,

v.

DAVESTER LLC d/b/a EMBARGO,
NEWMAN GALATI, TOWN TAXI
OF CAPE COD, INC., HUDSON
AGUIAR, and HOSPITALITY MUTUAL
INSURANCE COMPANY,

Defendants.

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Civil Action No. 19-cv-11634-IT

JUDGMENT

March 15, 2021

TALWANI, D.J.

The court having granted Plaintiff Atain Specialty Insurance Co.'s Motion for Summary Judgment [#33] as to Count I of the Complaint [#1], see Memo and Order [#52], and having dismissed Count II without prejudice as moot, see Elec. Order [#54], it is hereby ORDERED, ADJUDGED, AND DECREED:

The "Aircraft, Auto or Watercraft Exclusion" in the Commercial General Liability Policy at issue relieved Plaintiff of its duty to defend and indemnify Defendant Davester LLC, doing business as Embargo, or any other party, in the Barnstable Superior Court matter captioned Newman Galati v. Hudson Aguiar, et. al., Civil Action No. 2019-00283. Count II is dismissed without prejudice.

This case is CLOSED.

/s/ Indira Talwani
United States District Judge